

IN THE BOARD OF SUPERVISORS

County of San Luis Obispo, State of California

_____ day _____, 20__

PRESENT: Supervisors

ABSENT:

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT FOR
PAYMENT OF ROAD IMPROVEMENT FEE BY TRACT 2647,**

The following resolution is hereby offered and read:

WHEREAS, the County Surveyor by letter, has duly recommended that the Board of Supervisors enter into the above-mentioned agreement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. That the Agreement for Payment of Road Improvement Fee, a copy of which is attached hereto, and incorporated by reference herein as though set forth in full, is hereby approved by the County of San Luis Obispo and the Chairperson of the Board of Supervisors is hereby authorized and directed to execute said agreement on behalf of the County of San Luis Obispo.
2. That the fees collected pursuant to the above agreement are to be placed into a trust fund or other segregated account and are to be used only for the purposes set forth in the above-mentioned agreement.
3. That the Clerk of the Board of Supervisors is hereby authorized and directed to record the above agreement and a certified copy of this resolution in the office of the County Recorder of the County of San Luis Obispo.

Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call votes, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing resolution is hereby adopted on the ____ day of _____, 20__.

Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Dated: November 19, 2015

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STATE OF CALIFORNIA, } ss.
County of San Luis Obispo,

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this _____ day of _____, 20__.

(SEAL)

County Clerk and Ex-Officio Clerk of the Board
of Supervisors

By _____
Deputy Clerk.

RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of San Luis Obispo
County Government Center
San Luis Obispo, California 93408

APN 027-271-042

AGREEMENT FOR PAYMENT OF ROAD IMPROVEMENT FEES

THIS AGREEMENT is made and entered into this 10th day of November
2015, by and between Partners of
Tract 2647, LLC hereinafter referred to as "Subdivider," and the COUNTY
OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to
as "County."

WITNESSETH:

WHEREAS, Subdivider is the record owner of certain real property (hereinafter referred
to as "Subdivider's Property") located in the unincorporated area of the County of San Luis
Obispo described in Exhibit A attached hereto and incorporated by reference herein as though set
forth in full; and

WHEREAS, Subdivider has prepared and on May 25, 2006, the Planning Commission
considered and approved Tentative Tract Map 2647, for approval by the Board of Supervisors of
the County of San Luis Obispo, for a residential suburban subdivision of two existing parcels

totaling 23 acres into 12 parcels ranging from 1.0 to 2.4 acres each for the purpose of sale and/or development and one 7.22 acre remainder parcel (the "Project"); and

WHEREAS, the Project is located in the community of San Miguel, in the County of San Luis Obispo; and

WHEREAS, the Subdivider now has requested that County approve a final map; and

WHEREAS, as agreed to by Subdivider and as a condition precedent to the approval of the final map by County, Subdivider is required by condition 47 of the conditions of approval of the tentative subdivision map to enter into an agreement with County on behalf of Subdivider and his successor in interest to pay to the County a fee of three thousand eight hundred seventy dollars (\$3,870.00) per single family residential unit (plus an inflation factor) to be used for certain road improvements as described in the condition of approval of the tentative tract map, which fee will be used to mitigate cumulative traffic impacts in the San Miguel area; and

WHEREAS, those certain roads referred to above will be impacted by increased traffic generated by the construction and installation of the residential units or other improvements approved in the subdivision on Subdivider's Property; and

WHEREAS, by the execution of this agreement by Subdivider and County, and the subsequent performance of the obligations of this agreement by Subdivider and his successors in interest, Subdivider will have satisfied said condition of approval 47 of the tentative subdivision map.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. Road improvement fee. Subdivider agrees to pay to the County a fee of three thousand eight hundred seventy dollars (\$3,870.00) for each residential unit to be constructed on Subdivider's Property plus an inflation adjustment based upon the Caltrans Highway

Construction Cost Index rate per year for each year since 2006 to the time the fee is paid. The fee shall be calculated and paid for each residential unit at the time of issuance of a building permit for that unit. In the event fees are not paid, no building permit will be issued.

The fees collected pursuant to this paragraph are to be held and treated in the same manner as San Miguel Road Impact Fees (including as to reporting requirements) and deposited into a trust fund or other segregated account. They shall be used for the construction and installation of any or all of the road or other improvements and necessary appurtenances which benefit the project that are listed in the San Miguel Traffic Circulation Study approved by the Board of Supervisors on April 25, 2006, a copy of which is on file in the office of the County Clerk and is referred to and incorporated herein as though set forth in full.

2. Binding on successors in interest. This agreement shall be deemed an equitable servitude and a covenant running with the land described herein and shall be binding upon the parties hereto and their heirs, assigns, and successors in interest. Any conveyance, transfer, or sale made by Subdivider of said property or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this agreement.

3. Agreement to be recorded. Subdivider and County intend and consent to the recordation of this agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation shall serve as constructive notice to all present and future owners of each and every parcel within the subdivision referred to above of the obligations contained herein to be performed by Subdivider and the successors in interest to all or any portion of Subdivider's Property. Subdivider shall subordinate any other existing debt to this Agreement using a form of Subordination provided by the County.

4. Indemnification. The Subdivider shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs (including but not limited to costs of counsel acceptable to County), expenses, judgments, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this agreement, including, but not limited to, those predicated upon theories of violation of statute, ordinance or regulation, violation of civil rights, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the Subdivider or of agents, employees, or independent contractors directly responsible to the Subdivider; providing further that the foregoing obligations to defend, indemnify and save harmless shall apply to any wrongful acts, or any passively negligent acts or omissions to act, committed jointly or concurrently by the Subdivider, the Subdivider's agents, employees, or independent contractors and the County, its agents, employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Subdivider to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

5. Effect of waiver. County's waiver of the breach of any one term, covenant or provision of this agreement shall not be a waiver of a subsequent breach of the same term, covenant or provision of this agreement or of the breach of any other term, covenant or provision of this agreement.

6. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

7. Law governing and venue. This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this agreement.

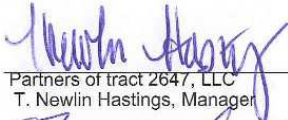
8. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Public Works Director, County of San Luis Obispo, County Government Center, San Luis Obispo, California 93408. Notices required to be given to Subdivider shall be addressed as follows: Hastings Enterprises, 504 First Street, Suite A, Paso Robles, California 93446. Either party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

9. Entire agreement and modifications. This agreement sets forth the full and entire understanding of the parties regarding the matter set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding such matters are hereby superseded or terminated in their entirety. No changes, amendments, or alternations to the provisions of this agreement shall be effective unless in writing and executed by the parties hereto or their assigns and successors in interest.

10. Attorneys' Fees. In the event of any litigation to enforce this Agreement, the prevailing party shall be entitled to attorneys fees in an amount determined by the Court.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day
and year first above written.

SUBDIVIDER


Partners of tract 2647, LLC
T. Newlin Hastings, Manager


Partners of tract 2647, LLC
Phil Cagliero, Manager

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

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PPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Dated: 11.19.15

[NOTE: This Agreement for Payment of Road Improvement Fees will be recorded. All
signatures to this agreement must be acknowledged by a notary.]

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

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COUNTY OF San Luis Obispo

On 11-10-15 before me, Michelle Jean Dupre Notary Public,

Date

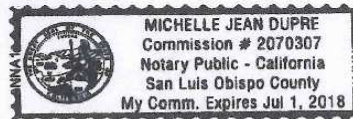
(here insert name and title of the officer)

personally appeared T. Newlin Hastings and
Phil Cagliero

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Michelle Jean Dupre (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Agreement for Payment Number of Pages: 2

Document Date: 11-10-15 Other: Road Improvement Fees

2015 Apostille Service, 707-992-5551 www.CaliforniaApostille.us

California Mobile Notary Network www.CAMNN.com

EXHIBIT A

Real property in the unincorporated area of the County of San Luis Obispo, State of California,
described as follows:

A PORTION OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 12 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, BEING ALSO THE CERTAIN PARCEL OF LAND IN THE NORTH HALF OF THE SOUTH HALF OF SECTION 16 AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED APRIL 29, 2005 AS DOCUMENT NO. 2005-034432 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND STATE, TOGETHER WITH THAT PORTION OF THE PARCEL OF LAND IN THE SOUTH HALF OF SAID SECTION 16 AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED JUNE 21, 2004 AS DOCUMENT NO. 2004-054064 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND STATE LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF NORTH RIVER ROAD, AS SAID ROAD WAS CONVEYED TO, AND ACCEPTED BY, THE COUNTY OF SAN LUIS OBISPO IN THE DEED AND RESOLUTION OF ACCEPTANCE RECORDED OCTOBER 29, 1948 IN BOOK 481 OF OFFICIAL RECORDS, PAGE 127, AND IN THE DEED AND RESOLUTION OF ACCEPTANCE RECORDED JULY 21, 1970 IN BOOK 1575 OF OFFICIAL RECORDS, PAGE 39.

EXCEPTING THEREFROM ALL OIL, AND MINERAL RIGHTS, NAPTHA, ASPHALTUM, BREA, NATURAL GAS AND OTHER HYDROCARBON LIKE SUBSTANCES AND COAL IN AND UNDER SUBJECT PROPERTY HEREINABOVE DESCRIBED, TOGETHER WITH RIGHT PRIVILEGE AND EASEMENT TO ENTER IN AND UPON SUBJECT PROPERTY ALONG WITH THE RIGHT OF SURFACE ENTRY, AS EXCEPTED BY JOSEPH LINDEN, JR., ET AL., IN DEED RECORDED JANUARY 20, 1981 IN BOOK 2299, PAGE 612 OF OFFICIAL RECORDS.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, CERTIFICATE NO. COAL 04-572, RECORDED JULY 22, 2005 AS INSTRUMENT NO. 2005-059949 OF OFFICIAL RECORDS.

APN: 027-271-042